

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND
ROBERTA E. STELLMAN, M.D.**

The Agreement (“Agreement”) by and between the County of Santa Clara (“County”) and Roberta E. Stellman, M.D. (“Consultant”), effective April 1, 2019, is amended as set forth below, effective January 1, 2021.

1. Section 3, regarding Compensation and Billing, is hereby deleted and replaced with the following:

3. Compensation and Billing

(a) The County agrees to pay, and Consultant agrees to accept, payment according to the following rate schedule as full compensation for performance of tasks under this Agreement:

Record review; reports; communications; courtroom prep	\$425.00/hour
Testimony at deposition and trial - (4 hour minimum)	\$2,000.00/half day
Testimony at deposition and trial – (8 hour maximum)	\$4,000.00/full day
Testimony – (beyond 8 hours)	\$500.00/hour
Travel time	\$175.00/hour

Consultant represents and warrants that these rates are no greater than what she normally bills for Consultant’s services.

(b) The County will reimburse actual, reasonable, and necessary out-of-pocket expenses incurred by Consultant, excluding telephone, facsimile, and postage charges. If accompanied by detailed receipts, travel expenses shall be reimbursed pursuant to the County’s Travel Policy, which is incorporated into this Agreement by reference. A quick-reference guide to the County’s Travel Policy for Contractors shall be provided to the Consultant upon request.

(c) Total compensation and expenses under this Agreement shall not exceed \$115,000 (Agreed Amount). Consultant shall notify the County when the total amount billed and the estimated amount of work in progress total 75 percent of the Agreed Amount. The County shall not be responsible for any services or costs exceeding the Agreed Amount.

(d) Consultant shall submit monthly invoices itemized by date, name of the person providing the services, hours worked, and description of services. Consultant shall submit invoices via email to ccocontracts@cco.sccgov.org or via U.S. mail to “Attention: CCO Contracts” at the address identified in the section of this Agreement captioned Notices. Unless Consultant enrolls in the County’s Early Payment Discount Program, all invoices shall be payable within 45 days, notwithstanding any provision to the contrary in the Consultant’s rate schedule.

The County’s Early Payment Discount Program options include:

- 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- 2.00% 15 Net 45 (provides 30 days of cash acceleration)

- 1.75% 20 Net 45 (provides 25 days of cash acceleration)
- 1.33% 25 Net 45 (provides 20 days of cash acceleration)
- 1.00% 30 Net 45 (provides 15 days of cash acceleration)

For example, if Consultant selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

2. Section 6, regarding Duties Upon Termination or Expiration, is hereby deleted and replaced with the following:

6. Duties Upon Termination or Expiration

(a) If the Agreement terminates for any reason, or when the Agreement expires, Consultant shall cooperate with the County and any other consultant to ensure prompt and smooth transition of services regarding any Matter without interruption and adverse impact to the County.

(b) Within 10 days of the termination or expiration of the Agreement, Consultant shall return all materials to the County provided to Consultant and a copy of Consultant's entire file including—but not limited to—invoices, e-mails, documents, data, studies, maps, photographs, reports, animations, experiments, videos, testing data, research, records, notebooks, or other writings regarding the Matter for which the County retained Consultant. Consultant shall provide the Materials to the County in the format maintained by Consultant. The Contractor shall, if requested by the County, securely destroy any copies, paper or electronic, of materials the County provided to Consultant.

3. Section 8, regarding County Data, is hereby deleted and replaced with the following:

8. County Data

(a) "County Data" shall mean data and information received by Consultant from County. Consultant shall not acquire any ownership interest in County Data. As between Consultant and County, all County Data shall remain the property of the County. Consultant shall not, without County's written permission, use or disclose County Data other than in the performance of its obligations under this Agreement.

(b) Consultant shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Consultant shall be responsible for ensuring compliance by its contractors, employees and representatives with the information security program.

(c) Consultant shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such

unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Consultant's security that materially affects County or end users. If the initial notification is by phone, Consultant shall provide a written notice within 5 days of the incident. Should legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(d) In the event of any inconsistency between this Section and any professional responsibility obligations of Consultant, the greatest level of protection for County Data shall apply.

4. Section 9, regarding Conflicts of Interest, is hereby deleted and replaced with the following:

9. Conflicts of Interest

Consultant shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Consultant covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement and any matter undertaken pursuant to this Agreement. Consultant further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Consultant, including but not limited to Consultant's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Consultant shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Consultant's employees, agents and subcontractors, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Consultant's service to the County under this Agreement.

Consultant shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Consultant shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Consultant shall ensure that all such individuals identified pursuant to this Section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in this Section including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

Except as provided herein, all other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this amendment, the amendment shall control.

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, and that he/she has the authority to bind the entity listed below to contractual obligations.

COUNTY OF SANTA CLARA

ROBERTA E. STELLMAN, M.D.

DocuSigned by:

James Williams

74FC0CB79FA478

JAMES R. WILLIAMS

County Counsel

Date: 5/14/2021

Roberta Stellman M.D.

ROBERTA E. STELLMAN, M.D.

Date:

May 13, 2021

OFFICE OF THE COUNTY
EXECUTIVE

DocuSigned by:

J. Smith

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JEFFREY V. SMITH

County Executive

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Laura Trice

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LAURA S. TRICE

Lead Deputy County Counsel